

THE URBAN LAW FIRM

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Counsel for Plaintiffs Laborers Joint Trust Funds

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

THE BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS HEALTH AND WELFARE
TRUST; THE BOARD OF TRUSTEES OF
THE CONSTRUCTION INDUSTRY AND
LABORERS JOINT PENSION TRUST;
THE BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS VACATION TRUST; THE
BOARD OF TRUSTEES OF SOUTHERN
NEVADA LABORERS LOCAL 872
TRAINING TRUST,

Plaintiffs,

vs.

MOHAVE RESTORATION, INC. dba
SERVICE MASTERS 1ST RESPONSE, a
foreign corporation; JEREMIAH L. COX, an
individual,

Defendants.

THE BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS HEALTH AND WELFARE
TRUST; et al.

Plaintiffs,

vs.

HANOVER INSURANCE COMPANY, a
New Hampshire insurance company;
NORTH AMERICAN SPECIALTY
INSURANCE COMPANY, a New
Hampshire insurance company; DOES 1
THROUGH 10, and ROE
CORPORATIONS 1 THROUGH 10,
inclusive,

Defendants.

CASE NO: 2:16-cv-01190-JAD-CWH

**STIPULATION FOR DISMISSAL OF
DEFENDANT HANOVER INSURANCE
COMPANY ONLY WITH PREJUDICE
AND ORDER THEREON**

ECF No. 34

ORDER

HANOVER INSURANCE COMPANY, a
New Hampshire insurance company;

Third-Party Plaintiff

vs.

MOHAVE RESTORATION, INC. dba
SERVICE MASTERS 1ST RESPONSE, a
foreign corporation; JEREMIAH L. COX,
an individual,

Third-Party Defendant

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, The Board of Trustees of the Construction Industry and Laborers Health and Welfare Trust; The Board of Trustees of The Construction Industry and Laborers Joint Pension Trust; The Board of Trustees of the Construction Industry and Laborers Vacation Trust; The Board of Trustees of Southern Nevada Laborers Local 872 Training Trust (collectively "Plaintiffs"), and Defendants, Mohave Restoration, Inc. dba Service Masters 1st Response, a foreign corporation, and Jeremiah L. Cox, an individual, and Defendant Hanover Insurance Company, a New Hampshire Insurance Company ("Hanover"), and subject to the approval and Order of the Court, as follows:

1. A full and final settlement has been agreed upon regarding Plaintiffs' claims against Hanover. Pursuant to the terms of the settlement, Plaintiffs agreed to dismiss their claims against Hanover with prejudice.
2. The terms of the settlement agreement have been satisfied; therefore, the parties stipulate and agree in requesting that Hanover be dismissed from this action with prejudice.
3. This Stipulation for Dismissal applies only to Plaintiffs' claims against Hanover, and is of no effect regarding Hanover's Cross Claims or Third Party Claims, which remain pending, nor Plaintiffs' claims against the other Defendants, which also remain pending.

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1 Dated: June 23, 2017

Dated: June 23, 2017

2 **THE URBAN LAW FIRM**

HANOVER INSURANCE COMPANY

3 By: /s/ Seth T. Floyd

By: /s/ Patrick F. Welch

4 Seth T. Floyd, Nevada State Bar No. 11959
5 *Counsel for Plaintiffs Laborers Trust Funds*

Patrick F. Welch, Nevada Bar No. 13278
Counsel for Defendant/Third-Party Plaintiff
Hanover Insurance Company

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8 **ORDER**

9 Based on the parties' stipulation [ECF No. 34] and good cause appearing, IT IS HEREBY
10 ORDERED that **all claims against Hanover Insurance Company are DISMISSED with**
11 **prejudice**, each party to bear its own fees and costs. **This dismissal does not terminate**
12 **Hanover as a party**, because Hanover continues to prosecute third-party claims.

13 DATED: 6-26-17

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16 UNITED STATES DISTRICT JUDGE
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